

IT Professional Technical Services Master Contract Program 902-TS

Statement of Work (SOW) For Technology Services Issued By

Minnesota Office of Enterprise Technology

Project Title: After-Hours Security Monitoring

Service Category: Architecture Planning & Assessment – Security

Business Need:

The Office of Enterprise Technology (OET) Enterprise Security Office is responsible for providing security monitoring to increase our situational awareness for the executive branch of Minnesota government. This statement of work is requesting assistance in delivering a set of security assessment managed services to provide remote, continuous, non-business hours, 365 days per year analysis and monitoring of the consolidated system logs of specific OET IT systems. Associated notification to designated OET personnel upon contractor detection of computer security intrusion/incident events will be provided. The contractor will provide the remote management of the components required to adequately analyze the logs of OET's designated systems and correlate events coming from the several disparate systems to detect security intrusions or attacks.

The State of Minnesota utilizes security information and event monitoring and intrusion detection tools to support the security monitoring processes. It is our intention with this statement of work to solicit assistance reviewing current implemented architecture, content, installing and tuning perimeter defense content that include rules, filters and reports and confirm effective correlation content and best practices are in place. In addition, this statement of work covers identifying and documenting standard operating procedures for key alerts and reports.

The outcome we are expecting from this project is to have a solid security monitoring design, process and procedures to prepare us for implementing security monitoring across the executive branch of state government and all 87 counties in Minnesota which completes the State of Minnesota's conceptual design documentation.

The State is not obligated to enter into any contract as a result of this Statement of Work. The State may or may not proceed with work under this Statement of Work.

Project Deliverables:

Solution Implementation

Service provider will assist OET with the configuration of the installed OET Security Information Event Management (SIEM) solution while OET maintains the hosting and ownership of the OET SIEM infrastructures.

Account Process Development

The OET and service provider experts work together to develop the processes the team will use to deliver security services, and create an Account Governance Model (playbook).

Event Monitoring and Notification

All Event Monitoring and Notification services are based on a non-business hours support model based. All data stays within OET systems.

Shift Turn-Over Process

The OET and service provider experts work together to develop and implement the processes the team will use to manage events and incidents during shift turnovers.

Monitoring of Pre-Defined Assets

During the Account Process Development phase of this effort, the service provider will work in conjunction with OET to identify the assets that will be monitored utilizing the OET SIEM infrastructure.

Automated Event Monitoring and Notification

Based on the pre-defined assets, the service provider will establish the event monitoring and automated notification guidelines for OET's response. These will be based on the requirement for continuous access to the OET SIEM appliance as defined in the proposal.

Reporting

The OET and service provider experts work together to develop and implement the reports necessary to manage the SIEM system. These timely reports will include at a minimum: system usage, outages, security incidents, incident response, and shift turn over.

Project Milestones and Schedule:

- Project Start Date: April 2, 2012
 - Develop Account Governance Playbook
 - Develop Shift Turnover Process
 - Setup Remote Monitoring
 - Implement Solution
 - Monitor Assets
 - Event Monitoring and Notification
 - Regular Reporting
 - Review Service
- Project End Date: June 30, 2013

Project Environment (State Resources):

Staff Descriptions:

- a) 1 Project Manager
- b) 5 Project members
- c) Current architecture in place: ArcSight ESM and Logger, McAfee Intrushield, Checkpoint firewalls, various O/S, databases, middleware, networking equipment, and others added as needed

Working Environment:

- a) Remote access to OET SIEM system and service desk.
- b) Vendor provides cubical, with desk, phone, personal computer and other requirements.

Agency Project Requirements:

Detailed and important agency implementation requirements:

- Knowledge Transfer of OET environment and vendor system management
- Use previous experience to quickly tune OET SIEM
- All data must remain in OET systems
- All events and change request will coordinated through the OET service desk
- Created processes documents must meet ADA requirements and implements the State's conceptual design for improving situational awareness across the State's executive branch and 87 counties

Tasks, Duties, and Responsibilities Expected of the Selected Vendor :

- Proposed change management process – all scope changes, changes to contract cost, or contract end date, require a fully executed State of Minnesota Contract Amendment.
- Vendor will provide number of staff assigned to the project.
- The vendor will be responsible for providing project management responsibilities and all associated project documents, scope statement, risk plan, communication plan and work breakdown structure.
- Vendor providing training/knowledge transfer
- Vendor will provide testing criteria for SIEM implementation

Required Vendor Skills (These are to be scored as pass/fail requirements):

- Three to five years security experience and background
- Two to three years experience with security log review (IDS or Anti-Virus preferred)
- Two to three years experience with SIEM technology (ArcSight preferred)

Desired Skills:

Three to five years experience in incident handling, intrusion analysis or forensic analysis experience (certification preferred)

SOW Evaluation Process:

Proposals will be scored based upon the following factors:

- Company (10%)
- Experience (30%)
- Three references (5%)
- Desired skills (25%)
- Cost (30%)
- Applicable preferences allowed by law

Response Requirements:

- Introduction
- Company overview
 - a) Company history
 - b) Current financial data if publicly available
- Project Overview
- Detailed response to Business Need
 - a) Vendor understanding of the need and explanation of their proposed solution.
 - b) Explanation of how vendor will meet project requirements.
 - c) Explain how the vendor solution meets the business requirements or what modifications are needed to meet the business requirements.
 - d) Include description of remote access configuration.
- Detailed response to Project Requirements
 - a) Explain the vendor approach to participation in the project. This includes:
 - 1) Organization and staffing including

- (a) Staff qualifications
 - (b) Analyst background checks
- 2) Work-plan with life-cycle cost breakdown
- 3) Contract/change management procedures
- 4) Project management
- 5) Monthly status reports
- b) Submit cost proposal detailing maximum hourly rates for proposed resources
- Vendor shall provide a detailed list that demonstrates understanding of project
- References: Provide three clients using the solution
- Conflict of interest statement as it relates to this project
- Required forms to be returned or additional provisions that must be included in proposal
 - a) Affirmative Action Certificate of Compliance (if over \$100,000)
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
 - b) Affidavit of non-collusion
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - c) Certification Regarding Lobbying
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
 - d) Veteran-Owned/Service Disabled Veteran-Owned Preference Form
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

Proposal Submission Instructions:

Response Information:

- a) Vendor should send the response to: Gary Ostrem
- c) Via email gary.ostrem@state.mn.us
- d) Title and label the subject line of the response with: **Response to: After Hours Security Monitoring**
- e) Response due date and time: **1/20/12, 4:00 p.m., CST**
- f) For resumes: Submit candidate resumes directly to Gary Ostrem by **4:00 p.m., CST** on or before **1/20/12**. This may be done via an attachment to e-mail address gary.ostrem@state.mn.us.

Questions

Any questions regarding this Statement of Work should be submitted via e-mail to gary.ostrem@state.mn.us.

The following deadlines apply:

- Deadline for Questions: **1/17/12**
- Anticipated proposal evaluation begins: **1/23/12**
- Anticipated proposal evaluation and decision: **1/27/12**

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:

http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVERifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

STATE OF MINNESOTA
IT Professional Technical Services Master Contract Program Work Order

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

1.1 Effective date: _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____ [Thorough Description of Tasks/Duties]

3 Consideration and Payment

3.1 Consideration. The State will pay for all services performed by the Contractor under this work order as follows:

A. **Compensation.** The Contractor will be paid as follows: _____ [For example; Resource Type hourly rate]

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$_____.

Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$_____.

3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: _____

4 Authorized Representatives

The State's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

5 Nonvisual Access Standards

Nonvisual access standards require:

- a) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

6 Technology Accessibility Standards

All final products created through this Work Order need to be accessible, particularly meeting the following accessibility standards:

- Section 508 of the Rehabilitation Act standards
(<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>)
- Web Content Accessibility Guidelines 2.0, level AA (<http://www.w3.org/TR/WCAG20/>)

7 Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 4) Intentional, willful, or negligent acts or omissions; or
- 5) Actions that give rise to strict liability; or
- 6) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as Stat. required by Minn. Stat. §§16A.15 and 16C.05.

Signed: _____

Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____

(with delegated authority)

Title: _____

Date: _____

SWIFT Contract No. SWIFT PO No.

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

By: _____

Title: _____

Date: _____

